

EXHIBIT 1

UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

In the Matter of

ALLY FINANCIAL INC.
Detroit, Michigan

RESIDENTIAL CAPITAL, LLC
Minneapolis, Minnesota

and

GMAC MORTGAGE, LLC
Fort Washington, Pennsylvania

Docket No. 12-006-CMP-HC
12-006-CMP-DEO

Order of Assessment of a Civil
Money Penalty Issued Upon Consent
Pursuant to the Federal Deposit
Insurance Act, as Amended

WHEREAS, Ally Financial Inc., Detroit, Michigan ("Ally Financial"), a registered bank holding company, indirectly owns and controls Ally Bank (f/k/a GMAC Bank), Midvale, Utah, a state nonmember bank, and numerous direct and indirect nonbank subsidiaries, including Residential Capital, LLC, Minneapolis, Minnesota ("ResCap"), and its direct and indirect subsidiaries, including GMAC Mortgage, LLC, Fort Washington, Pennsylvania ("GMAC Mortgage"), and its subsidiaries. Ally Financial, f/k/a GMAC LLC, became a bank holding company on December 24, 2008, following approval by the Board of Governors of the Federal Reserve System (the "Board of Governors") pursuant to section 3(a)(1) of the Bank Holding Company Act (12 U.S.C. § 1842(a)(1)), and conversion of Ally Bank from an industrial loan company to a state-chartered insured nonmember bank;

WHEREAS, Ally Financial engages in the business of servicing residential mortgage loans through various indirect subsidiaries, including GMAC Mortgage and its subsidiaries (collectively, the "Mortgage Servicing Companies"). The Mortgage Servicing Companies service residential mortgage loans that are held in the portfolios of (a) Ally Bank and GMAC Mortgage; (b) the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, and the Government National Mortgage Association; and (c) various investors, including securitization trusts pursuant to Pooling and Servicing Agreements and similar agreements (collectively, the "Servicing Portfolio"). The Mortgage Servicing Companies have substantial responsibilities with respect to the Servicing Portfolio for the initiation and handling of foreclosure proceedings, and loss mitigation activities ("Loss Mitigation" or "Loss Mitigation Activities" include activities related to special forbearances, repayment plans, modifications, short refinances, short sales, cash-for-keys, and deeds-in-lieu of foreclosure);

WHEREAS, the Mortgage Servicing Companies collectively are the fifth largest servicer of residential mortgages in the United States and service a portfolio of 2.5 million residential mortgage loans. During the recent financial crisis, a substantially larger number of residential mortgage loans became past due than in earlier years. Many of the past due mortgages have resulted in foreclosure actions. From January 1, 2009 to December 31, 2010, the Mortgage Servicing Companies completed 89,998 foreclosure actions, representing approximately 4 percent of the Servicing Portfolio over such time period;

WHEREAS, the Mortgage Servicing Companies, in connection with the process leading to certain foreclosures involving the Servicing Portfolio, allegedly:

- (a) Filed or caused to be filed in state courts and in connection with bankruptcy proceedings in federal courts numerous affidavits executed by employees of the

Mortgage Servicing Companies or employees of third-party providers making various assertions, such as the ownership of the mortgage note and mortgage, the amount of principal and interest due, and the fees and expenses chargeable to the borrower, in which the affiant represented that the assertions in the affidavit were made based on personal knowledge or based on a review by the affiant of the relevant books and records, when, in many cases, they were not based on such knowledge or review;

(b) Filed or caused to be filed in courts in various states and in connection with bankruptcy proceedings in federal courts or in the local land record offices, numerous affidavits and other mortgage-related documents that were not properly notarized, including those not signed or affirmed in the presence of a notary;

(c) Litigated foreclosure and bankruptcy proceedings and initiated non-judicial foreclosures without always confirming that documentation of ownership was in order at the appropriate time, including confirming that the promissory note and mortgage document were properly endorsed or assigned and, if necessary, in the possession of the appropriate party;

(d) Failed to respond in a sufficient and timely manner to the increased level of foreclosures by increasing financial, staffing, and managerial resources to ensure that the Mortgage Servicing Companies adequately handled the foreclosure process; and failed to respond in a sufficient and timely manner to the increased level of Loss Mitigation Activities to ensure timely, effective and efficient communication with borrowers with respect to Loss Mitigation Activities and foreclosure activities; and

(e) Failed to have adequate internal controls, policies and procedures, compliance risk management, internal audit, training, and oversight of the foreclosure process,

By Order of the Board of Governors effective this 10th day of February, 2012.

ALLY FINANCIAL INC.

BOARD OF GOVERNORS OF THE
FEDERAL RESERVE SYSTEM

By: /s/ Michael A. Carpenter
Michael A. Carpenter
Chief Executive Officer

By: /s/ Jennifer J. Johnson
Jennifer J. Johnson
Secretary of the Board

RESIDENTIAL CAPITAL, LLC

By: /s/ Thomas F. Marano
Thomas F. Marano
Chairman & Chief Executive Officer

GMAC MORTGAGE, LLC

By: /s/ Steven M. Abreu
Steven M. Abreu
President

EXHIBIT 1 A

2012-118992

8:20 am 08/22/12 AT Fee: 15.00

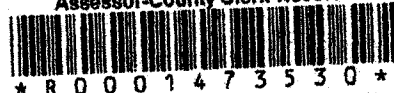
Count of Pages 1

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* R 0 0 0 1 4 7 3 5 3 0 *

Requested and Prepared by:
~~EXECUTIVE TRUSTEE SERVICES, INC~~

When Recorded Mail To:
Financial Dimensions, Inc.
1400 Lebanon Church Road
Pittsburgh, PA 15236

737650

Loan No.: 8801931887
TS NO: GM-278852-C
MIN #: 100072400000060130
MERS Phone: 1-888-679-6377
P. O. BOX 2026 FLINT MI, 48501-2026

77914501

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

Ally Bank

all beneficial interest under that certain Deed of Trust dated: 11/09/2007 executed by
JACQUELINE A. WARNER, AN UNMARRIED WOMAN, as Trustor(s), to FIRST AMERICAN TITLE,
as Trustee, and recorded as Instrument No. 2007-163264, on 11/16/2007, in Book XX, Page XX of
Official Records, in the office of the County Recorder of San Mateo County, CA together with the
Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said
Deed of Trust.

DATE: 8-8-12



U02907870

10301 8/16/2012 77914501/1

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., ("MERS") AS NOMINEE FOR CMG
MORTGAGE, INC., its successors and assigns

Katrina Jordan
Katrina Jordan Assistant Secretary

State of Pennsylvania) ss.
County of Montgomery)

On 8/8/12 before me,
Katrina Jordan

Christine Morales

Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under penalty of perjury under the laws of the State of
foregoing paragraph is true and correct.

Pennsylvania that the

WITNESS my hand and official seal.

Signature Christine Morales (Seal)

Christine Morales

SEP 07 2012

When embossed, this is certified to be a true copy of the
records of the San Mateo Assessor-County Clerk-Recorder.

Mark Church, Assessor-County Clerk-Recorder

By

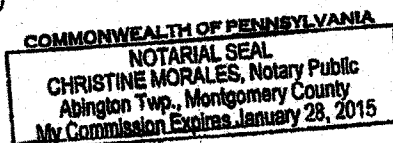


EXHIBIT 1 B

RECORDING REQUESTED BY:
FIRST AMERICAN Title

WHEN RECORDED MAIL TO:
Executive Trustee Services, LLC
dba ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, CA 91504-3120
APN: 057-143-280-8

**CERTIFIED BY FIRST AMERICAN TITLE
INSURANCE COMPANY TO BE A COPY
OF THE DOCUMENT RECORDED ON 09/11/2012
AS INSTRUMENT NO. 2012-130239
IN BOOK PAGE
OFFICIAL RECORDS OF SAN MATEO**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: GIM-278852-C

Loan No.: 8801931887

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,
and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until **approximately 90 days** from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$32,708.91 as of **Sep 10, 2012**, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after the notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Ally Bank,
c/o Executive Trustee Services, LLC dba ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, CA 91504-3120
800.666.3932 phone



TS NO.: GM-278852-C

LOAN NO.: 8601931887

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That Executive Trustee Services, LLC dba ETS Services, LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 11/09/2007, executed by "JACQUELINE A. WARNER", AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR CMG MORTGAGE, INC., its successors and assigns, as beneficiary, recorded 11/16/2007, as Instrument No. 2007-163264, in Book XX, Page XX, of Official Records in the Office of the Recorder of San Mateo County, California describing land therein as:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$1,000,000.00; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 11/25/2009 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

The undersigned declares that the beneficiary or its authorized agent has declared that they have complied with California Civil Code Section 2923.6 by making contact with the borrower or tried with due diligence to contact the borrower as required by California Civil Code Section 2923.6

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: Sep 10, 2012

ETS Services, LLC as Agent for Beneficiary

BY: _____

Carlo Magno
TRUSTEE SALE OFFICER

EXHIBIT 2



ORANGE COAST TITLE COMPANY

of Northern California
520 N. Santa Cruz Avenue, Suite 200
Los Gatos, CA 95030
Phone: 408 827-4950 Fax: 408 402-3649

SELLER(S) FINAL CLOSING STATEMENT

ESCROW NO: 1383480 - BK
ESCROW OFFICER: Brandy Kelly

DATE: 12/11/2012
TIME: 12:36 PM
CLOSING DATE: 11/19/2012

SELLER(S): Jacqueline A. Warner, Trustee
PROPERTY ADDRESS: 10 Emerald Lake Place Redwood City, CA 94062

	DEBITS	CREDITS
		\$ 1,735,000.00
TOTAL CONSIDERATION		
<u>Prorations</u>		
County Taxes @ \$6,660.62 for 6 Months From 7/1/2012 To 11/19/2012	\$ 5,106.47	
<u>Adjustments to Charges</u>		
Buyer- seller credit for expenses fr. 10/15-11/19	\$ 6,000.00	\$ 2,060.00
Seller Credit for closing costs		
<u>Commissions</u>		
Tavara Financial Group, Inc	\$ 43,375.00	\$ 8,675.00
Credit Seller for .5 % commission credit back	\$ 43,375.00	
Intero Real Estate		
<u>Title Charges - Orange Coast Title Company</u>		
[Total Title Charges: \$1,908.50]	\$ 1,908.50	
County Transfer Tax		
<u>Escrow Charges and Other Settlement Charges</u>		
[Total Escrow Charges and Other Settlement Charges: \$270.00]	\$ 150.00	
Doc Prep Fee	\$ 40.00	
Wire Fee	\$ 40.00	
Messenger Fee	\$ 40.00	
Signing/Notary Fee		
<u>Loan Payoff</u>	\$ 990,742.62	
1st Loan Payoff to: GMAC Mortgage, LLC		
[Total Payoff: \$1,049,761.96]	\$ 432.00	
Interest @ \$27.0000 Per Day From 11/7/2012 To 11/22/2012	\$ 864.31	
Late Charge	\$ 30,463.53	
Interest through 11/7	\$ 22,870.75	
Impound Balance	\$ 4,388.75	
Other Fees/Costs		
<u>Additional Disbursements</u>		
Home Warranty to: First American Home Buyers Protection	\$ 465.00	
NHD report to: JCP-LGS Reports	\$ 142.95	
	\$ [REDACTED]	
Balance Due You		\$ 1,745,735.00
Totals		\$ 1,745,735.00

We hereby certify that this is a true
and correct copy of the original
ORANGE COAST TITLE COMPANY

EXHIBIT 2 A

OMB Approval No. 2502-0265

FINAL SETTLEMENT STATEMENT		B. TYPE OF LOAN		J. CONV. UNITS	
		1. BVA		6. OTHER	
		2. CONV.INS			
A. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.m.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.		3. File Number (Escrow)		7. Loan Number	
		1383480-BK		029-0075619	
		4. Mortgage Insurance Case Number:			
D. NAME OF BORROWER		E. NAME OF SELLER		F. NAME OF LENDER	
Guy K. Richardson Julie L. Farrington 10 Emerald Lake Pl, Redwood City, CA		Jacqueline A. Warner, Trustee PO Box 2414, Redwood City, CA 94064		Wells Fargo Bank, N.A.	
G. PROPERTY LOCATION		H. SETTLEMENT AGENT:		I. CLOSING DATE 11/19/2012	
10 Emerald Lake Place Redwood City, CA 94062		Orange Coast Title Company of Northern California (408) 827-1950 230 N. Santa Clara Ave., Ste 200 Los Gatos, CA 95030		DISBURSEMENT DATE: 11/19/2012	
		J. PLACE OF SETTLEMENT:		REVISED DATE:	
		230 N. Santa Clara Ave., Ste 200 Los Gatos, CA 95030			
K. SUMMARY OF SELLER'S TRANSACTION					
1. SUMMARY OF BORROWER'S TRANSACTION					
100 GROSS AMOUNT DUE TO BORROWER					
101 Contract Sales Price					
102 Personal property					
103 Settlement charges to borrower (line 100)					
104					
105 Adjustments for items paid by seller in advance					
106 County taxes					
107					
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120 GROSS AMOUNT DUE FROM BORROWER					
121 AMOUNTS PAID BY OR IN DEBIT OF BORROWER:					
122 Deposit or earnest money					
123 Principal amount of new loan(s)					
124 Existing loan(s) taken subject to					
125 Direct Deposit to Title					
126 Additional Deposits					
127 Second Mortgage Loan					
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I. SETTLEMENT CHARGES		PAID FROM SELLER'S FUNDS AT SETTLEMENT	
700	TOTAL SALES BROKER'S COMMISSION		\$86,750.00
Division of Commission (line 700) as follows:			
701	\$43,375.00 to Tarena Financial Group, Inc		
702	\$43,375.00 to Tarena Real Estate		
703	Commission paid at Settlement		
704			
SUB. ITEMS PAYABLE IN CONNECTION WITH LOAN		(GFE #1)	
801	*** (for origination charge: \$	(GFE #2)	
802	Your credit or charge (points) for the specific interest rate chosen	(GFE #3)	
803	Your adjusted origination charges	(GFE #3)	
804	Appraisal Fee to RPL'S Valuation S695 POCD	(GFE #3)	
805	Credit Report Fee to Equifax MTG SVCS \$33.00 POCD	(GFE #3)	
806	Tax Service	(GFE #3)	
807	Flood Certification	(GFE #3)	
808		(GFE #3)	
809		(GFE #3)	
810		(GFE #3)	
811		(GFE #3)	
812		(GFE #3)	
813		(GFE #3)	
814		(GFE #3)	
815		(GFE #3)	
816		(GFE #3)	
817		(GFE #3)	
900. ITEMS (REQUIRED) BY LENDER TO BE PAID IN ADVANCE		(GFE #10)	
901	Interest from 1/1/2012 to 12/1/2012 @ \$90.5200	(GFE #3)	
902	Mortgage Insurance Premium	(GFE #11)	
903	Mercury Casualty Company		
904			
905		(GFE #9)	
1000. RESERVES DEPOSITED WITH LENDER			
1001	Initial deposit for your escrow account (imprudent)		
1002	Homeowner's Insurance		
1003	Mortgage Insurance		
1004	Flood Insurance		
1005	Property Tax		
1006			
1007	Amortize Adjustment		
1100. TITLE CHARGES		(GFE #4)	\$0.00
1101	Title Services and lender's title insurance	(GFE #5)	\$0.00
1102	Settlement or Closing Fee to Orange Coast Title Company of Northern California		\$0.00
1103	Owner's title insurance to Orange Coast Title Company		\$0.00
1104	Lender's title insurance to Orange Coast Title Company		\$0.00
1105	Lender's title policy limit \$1,214,500.00		\$0.00
1106	Owner's title policy limit \$1,214,500.00		\$0.00
1107	Agent's portion of the total title insurance premium \$0.00 to Orange Coast Title Company		\$0.00
1108	Underwriter's portion of the total title insurance premium \$0.00 to Orange Coast Title Company		\$0.00
1109	Redemption Fee (See Attached)	\$130.00	\$130.00
1110	Miscellaneous Closing Charges (See Attached)		
1111			
1112	Miscellaneous Title Charges		
1113			
1114			
1115		(GFE #7)	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Government Recording Charges		
1202	Recording Fee: Deed \$18.00/\$1.00 Mortgage \$78.00/\$0.00 Release \$0.00/\$0.00 Other \$0.00/\$0.00	(GFE #8)	\$1,908.50
1203	Transfer Taxes		
1204	City/County tax stamp: Deed \$ 50.00/\$1,908.50		
1205	State Tax Stamp: Deed \$		
1206	County Taxes		
1300. ADDITIONAL SETTLEMENT CHARGES		(GFE #6)	
1301	Required Services that you can shop for	(GFE #9)	
1302		\$65.00	
1303	Tax Service-WFRET	\$19.00	\$465.00
1304	Flood Cert-WFRET		
1305	Homeownership Policy To: First American Home Buyers Protection		\$142.95
1306			
1307	JCP&S Reports For 141D report		
1308			
1309			
1310			
1311			
1312			
1313			
1314			
1315			
1400	TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section A)	\$0.00	\$89,536.45

*** Includes Origination Points: (0% or \$0.00)

*P.O.C. (B) Paid outside of closing by Borrower

Jacqueline A. Warner, Trustee

EXHIBIT 3

Jacqueline A. Warner
10 Emerald Lake Place
Redwood City, CA 94062

June 29, 2009

CERTIFIED MAIL RETURN RECEIPT REQUESTED

CMG Mortgage Inc.
3160 Crow Canyon Road
Suite # 400
San Ramon, California 94583

Ally Bank Customer Care
PO Box 951
Horsham, PA 19044

GMAC Mortgage
PO Box 4622
Waterloo, IA 50704-4622

GMAC Mortgage Corporation
100 Witmer Road
Horsham, PA 19044

Dear Sirs/Madam:

With this letter, I, hereby exercise my rights under the Federal Truth in Lending Act, 15 U.S.C. § 1635, Regulation Z § 226.23, to rescind the above referenced mortgage loan. The Truth in Lending disclosure statement was defective for the following reasons:

1. **Right to cancel:** Is not executed and the ROR is not signed by the borrower at the closing which is required for proof of acknowledgement of the (3) day cancellation policy.
2. **Documents:** Loan amount is listed as "initial advance" due to the nature of the account. Additionally, the credit line is not spelled out, only listed in numerals. Lastly, there are blanks not filled in by the lender on the last page of the note.
3. **Documents:** The customer ID form is not filled out by the lender for proof of proper identification of the borrower.
4. **Initial Disclosures:** The initial disclosures TIL, is not signed and dated by the borrower for proof of receipt within the (3) business days of taking application.
5. **Initial Disclosures:** Initial Good Faith Estimate in the file dated 10/18/2007 which appears to be within the (3) business days, BUT, not signed and dated by the borrower.
6. **Final Application:** The final 1003 application in the file is signed, initiated and dated by the borrower on 10/12/2007 but NOT signed by the loan officer/interviewer.

Documents reviewed in the audit were:

<u>Documents:</u>	<u>Correct:</u>	<u>Executed:</u>
Initial Loan Application	YES	NO
Final Loan Application	YES	NO
Borrower Credit	NO	NO

Appraisal	NO	NO
Initial Disclosures	NO	NO
Initial GFE	YES	NO
Final GFE	NO	NO
Initial TIL	YES	NO
Final TIL	NO	NO
ROR/RTC	YES	NO
Estimated HUD- Settlement	YES	NO
Final HUD-Settlement	YES	NO
Note	NO	NO
Deed of Trust/Mortgage	YES	YES
All Riders	NO	NO
Servicing Transfer Letter	YES	NO
MLDS Form(if app)	NO	NO
Escrow Instructions	NO	NO

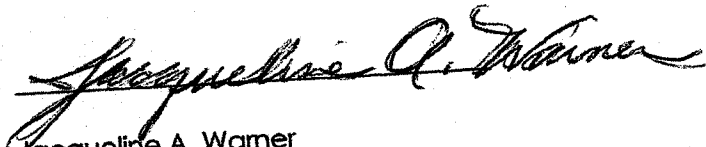
Pursuant to 15 U.S.C. § 1635(f), my right to rescind this loan extends for three-years as a result of this defective material violations listed above. This rescission notice has been sent to you within that time period.

Upon receipt of this document and the accompanying TILA audit, you are instructed to cease all efforts for sale, acceleration of the mortgage note and all foreclosure efforts. We expect a response from your office within (10) days from the receipt of this letter. Your silence in this matter will not protect you from any and all relief available to me under Federal Law. I, am prepared to defend my Federal rights and upon advice from counsel, I would prefer an amicable resolve to this situation.

Please be advised that your security interest in my home is now void per 15 U.S.C. § 1635: Regulation Z § 226.23 and you have twenty-days to return all of the payments I have made on this loan and to do your part to terminate the security interest in my home.

Additionally, please consider this letter a "Qualified Written Request" per RESPA and as such I am demanding an accounting of my loan including the following: loan disbursements, charges, all payments paid to date, and the principal balance

Regards,



Jacqueline A. Warner

Attachment: Forensic Report - CMG Mortgage Loan #: 20540326
- GMAC Mortgage Loan #: 8601931887

EXHIBIT 3 A

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

CONAC Mortgage
PO Box 4622
Waterloo, IA
50704-4622

COMPLETE THIS SECTION ON DELIVERY

A. Signature **ROB SMEDLEY** ☐ Agent ☒ Addressee

X

B. Received by (Printed Name) **JUL 06 2004**

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1498

(Transfer from service label)

102595-02-M-1540

S Form 3811, February 2004

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Ally Bank Customer
Care
P.O. Box 951
Horsham, PA 19044

COMPLETE THIS SECTION ON DELIVERY

A. Signature **D. Witner** ☒ Agent ☐ Addressee

X

B. Received by (Printed Name)

C. Date of Delivery **7/1**

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1504

(Transfer from service label)

102595-02-M-1540

S Form 3811, February 2004

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

CMG Mortgage Inc
3160 Crow Canyon Rd
Suite 400
San Ramon, CA
94583

COMPLETE THIS SECTION ON DELIVERY

A. Signature **CMG** ☐ Agent ☒ Addressee

X

B. Received by (Printed Name)

C. Date of Delivery **7/1**

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1511

(Transfer from service label)

102595-02-M-1540

S Form 3811, February 2004

Domestic Return Receipt

A. Signature ☒ Agent ☐ Addressee

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CONAC Mortgage
100 Witner
Horsham, PA
19044

2. Article Number

7008 1830 0000 8944 1528

EXHIBIT 3 B



FORENSIC REPORT
File ID USP-09-0010

Borrower: Jackie Warner

June 26, 2009

Dear Client:

We would like to thank you for allowing us the opportunity to review this loan and documents that were provided. The attached report will provide a summary of what our findings were as well as detail on the specific items if applicable.

Our forensic audit process is a combination of technology based review and expert review of the loan file. This service is provided by LMP as an independent, third party audit and recreation of the loan file. The goal is to recreate as much of the original loan file as possible and then perform an audit that will insure the original lender had followed all of the state, federal and local laws and lending rules.

The expert review is where we offer the biggest value and the most comprehensive review of the specific documents for each file. Resources utilized are all senior level underwriters that have spent years in the lending side of loan origination and compliance. Their expert view of the loan file will often identify patterns and inconsistencies that are often missed by technology solutions.

Technology is still very important as it make an easy process out of keeping track to the federal lending guidellnes, state specific rules and in certain cases, local or county based restrictions on lending. We have developed technology that has each of our experts checking the exactly same items in every file, tracks each file in our system and links to a compliance engine that completes a date specific check of all the applicable laws and maximum fees that could have been charged at point of origination.

Please review the attached findings in detail and make sure you clearly understand what each item relates to and how it affects your loan. Feel free to call us with any questions that you may have.

Sincerely,

Forensic First

Joseph Posavec

Borrower Information

Borrower
Jackie Warner

Address
10 Emerald Lake Place
Redwood city, CA 94062

Property and Lender Information

Lender
GMAC Mortgage

Original Loan Amount
\$1,000,000.00

Description:

Accelerator Equity Line of Credit

Log Notes

Log note

File reviewed for audit purposes and there were a number of issues identified. The final 1003 was never signed by the interviewer / loan officer, there is a question as to whether the initial disclosures were received by the borrower within 3 business days of application since they have not been signed and dated by the borrower. The ROR was not signed at closing and is required for proof of receipt and acknowledgement of the 3 day cancellation period. The lender never completed the Customer ID form for proof of proper identification reviewed by the lender. The note has blanks on the last page by the lender (pg. 11 of 11), it was not completely filled in. Also, it does not spell out the credit line, only lists loan amount as "initial advance" due to the nature of this loan being an "Equity Accelerator". Due to the nature of this type of loan program, not able to complete the Compliance piece of the audit due to system restrictions.

6/12 Spoke with customer service rep Lynsdie ID#26437. She stated that they sent out a written response to our QWR in the mail. She could not confirm to me whether the package was sent to the borrower or to Document Recovery. She said she did not know whether the docs were in the package or not.

6/11 I called and got a Dustin ID #8929 and he told me I was not an Authorized party on the BA to receive info. I told him name of company and he says they can't work with individuals without their exact name being on the BA. I hung up and called back. I got rep Sherrie #4221 she told me the same thing. I countered that it clearly states on the BA that anyone from either Document Recovery or US Property Shop was authorized. She would not cooperate so thanked her and hung up. I have written a letter and re faxed the BA and QWR. My letter reiterates the stated authorized parties. I will call back later today.

Called GMAC, spoke with rep, Paul (ID# 4267). Confirmed receipt of signed b/a & QWR. Said that it was uploaded to their system yesterday. Turn time for those documents can take 72 hours to process, and then will be sent via USPS mail. Paul stated their policy is that any documents that are sent with an original signature will be sent directly to the customer. Everything else will be mailed to us.

5/29 - Docs faxed to lender, fax confirmation received.

Date Modified

06-25-2009 09:21 PM

06-12-2009 03:45 PM

06-11-2009 12:42 PM

06-03-2009 01:55 PM

06-01-2009 10:30 AM

Exception Issues

Category	Criticality	Issue Name	Issue Description
Right to Cancel	*****	Not executed	ROR is not signed and dated by the borrower at closing which is required for proof of acknowledgement of the 3 day cancellation policy.
Documents	*****	Not executed	Loan amount is listed as "initial advance" due to the nature of the account. Additionally, the credit line is not spelled out, only listed in numerals. Lastly, there are blanks not filled in by the lender on the last page of the note.
Documents	*****	Not executed	Customer ID Form not filled in by lender for proof of proper identification of the borrower.
Initial Disclosures	*****	Initial disclosures delivered within 3 days of application?	TIL is not signed and dated by the borrower for proof of receipt within 3 business days of taking application.
Initial Disclosures	*****	Initial disclosures delivered within 3 days of application?	Initial GFE in the file dated 10/18/2007 which appears to be within the 3 business days but not signed and dated by the borrower.
Final Application	***	Not executed	Another 1003 application in the file is signed, initialed and dated by the borrower on 10/12/2007 but not signed by the loan officer / interviewer.

Borrower Info

Borrower Last Name
Borrower First Name
Co-Borrower Last Name
Co-Borrower First Name

Warner
Jacqueline

Loan Detail

Property Address
City

10 Emerald Lake Pl
Redwood City

State
ZIP

CA
94062

Lien Position

Lender

Loan Number
Original Loan Amount
Current Balance
Monthly Payment (PI)

1st
GMAC
20540325
\$ 1,000,000
\$ 916,483
\$ 4,898

Loan Term
Status
LTV
PPP
Rate
ARM/FIX

360
59.00%
n/a
5.486%
ARM

Documents

Initial Loan Application	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	10/12/2007
Final Loan Application	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	
Borrower Credit	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	
Appraisal	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	
Initial Disclosures	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	10/18/2007
Initial GFE	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	
Final GFE	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	10/9/2007
Initial TIL	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	
Final TIL	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	11/9/2007
ROR/RTC	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	11/8/2007
Estimated HUD - Settlement	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	11/18/2007
Final HUD - Settlement Stat.	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	11/9/2007
Note	<input checked="" type="checkbox"/>	Correct	NO	Executed	NO	Dated	11/9/2007
Deed of Trust/Mortgage	<input checked="" type="checkbox"/>	Correct	YES	Executed	YES	Dated	
All Riders	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	
Servicing Transfer Letter	<input checked="" type="checkbox"/>	Correct	YES	Executed	NO	Dated	
MLDS Form (if App)	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	
Purchase Contract (if App)	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	
Escrow Instructions	<input type="checkbox"/>	Correct	NO	Executed	NO	Dated	

Loan Application (1003)				Conf.
Document	Severly	Page		
Initial Application			Original 1003 in file but not signed or dated.	
Final Application	3		Another 1003 application in the file is signed, initialed and dated by the borrower on 10/12/2007 but not signed by the loan officer / interviewer.	

Good Faith Estimate (GFE)				Conf.
Document	Severity	Page		
Initial GFE	5		Initial GFE in the file dated 10/18/2007 which appears to be within the 3 business days but not signed and dated by the borrower.	
Initial & Final GFE			Initial GFE in the file dated 10/18/2007 which appears to be within the 3 business days but not signed and dated by the borrower.	

Truth in Lending (TIL)				Conf.
Document	Severity	Page		
Initial & Final	12		TIL is not signed and dated by the borrower for proof of receipt within 3 business days of taking application.	

Settlement Statement (HUD)				Conf.
Document	Severity	Page		
Final HUD			No issues found.	

Right of Rescission				Conf.
Document	Severity	Page		
ROR	3		ROR is not signed and dated by the borrower at closing which is required for proof of acknowledgement of the 3 day cancellation policy.	

Note				Conf.
Document	Severity	Page		
Note	5	11 of 11	Loan amount is listed as "initial advance" due to the nature of the account. Additionally, the credit line is not spelled out, only listed in numerals. Lastly, there are blanks not filled in by the lender on the last page of the note.	

Deed of Trust / Mortgage				Conf.
Document	Severity	Page		
Mortgage			No issues found.	

Other				Conf.
Document	Severity	Page		
Customer ID Form			Customer ID Form not filled in by lender for proof of proper identification of the borrower.	

DOCUMENT CHECK LIST - Warner

Borrower Received Initial Disclosures with 3 days of Application
Initial disclosures signed by all parties?
Borrower's authorization signed prior to the credit report date?
Initial Good Faith Estimate in file?
For California, MLDS in file and contains DRE license number?
Initial GFE includes YSP if applicable?
If terms changed, GFE or CA MLDS was redisclosed?

UNKNOWN
NO
UNKNOWN
YES
UNKNOWN
N/A
UNKNOWN

UNKNOWN
UNKNOWN
YES
YES

Loan processed and commented well?
No documents were copied illegally?
All documents appear to be legitimate?
All documents legible?

YES
YES
NO
YES
YES

ROR/ROC has Correct Borrower Names
ROR/ROC has Correct Property Address
ROR/ROC is signed and dated
ROR/ROC has correct rescission date
ROR/ROC has not been exercised

Borrower did not sign at closing.

Note date matches security instrument?
Note interest rate matches underwriting approval and investor lock?
Note has correct property address?
Note loan amount is correct in both words and numbers?

YES
UNKNOWN
YES

Listed as initial advance, loan
amount not spelled out.

Note has correct originating lender information?
Note first payment date correct?
Note maturity date correct?
Note contains ARM terms or addendum is attached?
Note has prepayment addendum matching investor terms?
ARM Note margin matches investor lock sheet?
ARM caps match investor lock sheet?
Balloon Note has correct maturity date?

NO
YES
NO
YES
YES
N/A

No 1st payment date listed.

UNKNOWN
UNKNOWN
N/A

Deed/Mortgage has correct originating lender information?
Deed/Mortgage loan amount is correct in both words and numbers?
Deed/Mortgage has correct maturity date?
Deed/Mortgage legal description matches preliminary title report?
Deed/Mortgage property address correct?
Deed/Mortgage notary jurat complete, signed and has seal or stamp?
Deed/Mortgage has no blanks - all information is completed?

YES
YES
YES
UNKNOWN
YES
YES
YES

RESPA required disclosures

At the time of loan application

When borrowers apply for a mortgage loan, mortgage brokers and/or lenders must give the borrowers:

- a Special Information Booklet, which contains consumer information regarding various real estate settlement services. (Required for purchase transactions only) and
- a Good Faith Estimate (GFE) of settlement costs, which lists the charges the buyer is likely to pay at settlement. This is only an estimate and the actual charges may differ. If a lender requires the borrower to use a particular settlement provider, then the lender must disclose this requirement on the GFE.
- a Mortgage Servicing Disclosure Statement, which discloses to the borrower whether the lender intends to service the loan or transfer it to another lender. It also provides information about complaint resolution.

If the borrowers don't get these documents at the time of application, the lender must mail them within three business days of receiving the loan application.

If the lender turns down the loan within three days, however, then RESPA does not require the lender to provide these documents.

The RESPA statute does **not** provide an explicit penalty for the failure to provide the Special Information Booklet, Good Faith Estimate or Mortgage Servicing Statement. However, bank regulators may choose to impose penalties on lenders who fail to comply with federal law. Please read the section on RESPA enforcement for more information.

Disclosures before settlement/closing occurs

The terms "settlement" and "closing" can be and are used interchangeably.

An **Affiliated Business Arrangement (AfBA) Disclosure** is required whenever a settlement service provider involved in a RESPA covered transaction refers the consumer to a provider with whom the referring party has an ownership or other beneficial interest.

The referring party must give the AfBA disclosure to the consumer at or prior to the time of referral. The disclosure must describe the business arrangement that exists between the two providers and give the borrower an estimate of the second provider's charges.

Except in cases where a lender refers a borrower to an attorney, credit reporting agency or real estate appraiser to represent the lender's interest in the transaction, the referring party may not require the consumer to use the particular provider being referred.

The **HUD-1 Settlement Statement** is a standard form that clearly shows all charges imposed on borrowers and sellers in connection with the settlement. RESPA allows the borrower to request to see the HUD-1 Settlement Statement one day before the actual settlement. The settlement agent must then provide the borrowers with a completed HUD-1 Settlement Statement based on information known to the agent at that time.

Disclosures at settlement

The HUD-1 Settlement Statement shows the actual settlement costs of the loan transaction. Separate forms may be prepared for the borrower and the seller. Where it is not the practice that the borrower and the seller both attend the settlement, the HUD-1 should be mailed or delivered as soon as practicable after settlement.

The **Initial Escrow Statement** itemizes the estimated taxes, insurance premiums and other charges anticipated to be paid from the Escrow Account during the first twelve months of the loan. It lists the Escrow payment amount and any required cushion. Although the statement is usually given at settlement, the lender has 45 days from settlement to deliver it.

Disclosures after settlement

Loan servicers must deliver to borrowers an **Annual Escrow Statement** once a year. The annual Escrow account statement summarizes all escrow account deposits and payments during the servicer's twelve month computation year. It also notifies the borrower of any shortages or surpluses in the account and advises the borrower about the course of action being taken.

A **Servicing Transfer Statement** is required if the loan servicer sells or assigns the servicing rights to a borrower's loan to another loan servicer. Generally, the loan servicer must notify the borrower 15 days before the effective date of the loan transfer. As long the borrower makes a timely payment to the old servicer within 60 days of the loan transfer, the borrower cannot be penalized. The notice must include the name and address of the new servicer, toll-free telephone numbers, and the date the new servicer will begin accepting payments.

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

GNAC Mortgage
PO Box 4622
Waterloo, IA
50704-4622

COMPLETE THIS SECTION ON DELIVERY

A. Signature ROB SMEDLEY ☐ Agent ☐ Addressee
☒ X
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1498

(Transfer from service label)

102595-02-M-1540

S Form 3811, February 2004

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Ally Bank Customer
Care
P.O. Box 951
Horsham, PA 19044

COMPLETE THIS SECTION ON DELIVERY

A. Signature D. W. L. ☐ Agent ☐ Addressee
☒ X
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1504

(Transfer from service label)

102595-02-M-1540

S Form 3811, February 2004

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

CMG Mortgage Inc
3160 Crow Canyon Rd
Suite 400
San Ramon, CA
94583

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] ☐ Agent ☐ Addressee
☒ X
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1511

(Transfer from service label)

102595-02-M-1540

S Form 3811, February 2004

Domestic Return Receipt

1. Article Addressed to:
GNAC Mortgage
100 Wilmer
Horsham, PA
19044

2. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GNAC Mortgage
100 Wilmer
Horsham, PA
19044

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number

7008 1830 0000 8944 1528

EXHIBIT 4

Date: December 3, 2009

From:

Jacqueline A. Warner
10 Emerald Lake Place
Redwood City, CA 94062

To/Respondents:

Melodie Whitson
PITE DUNCAN, LLP
4375 Jutland Dr. #200
PO Box 17933
San Diego, CA 92177-933

Account Number: 8601931887
MIN: 1000724-0000006013-0
Escrow No: 3475075c

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Re: Parcel Tax No. 057-143-280; Original Deed of Trust No: 20540326, Dated 11/09/2007; Original Security Instrument No. 2007-163264; Recorded Date: November 16, 2007; Commonly Known Address: 10 Emerald Lake Place, Redwood City, CA 94062;

Notice of Right to Cancel

Notice to Agent is Notice to Principal/Notice to Principal is Notice to Agent

Parties: Jacqueline A. Warner (Alleged Borrower, hereinafter **Borrower**) – and, Melodie Whitson of PITE DUNCAN, LLP (Alleged Lender(s) – hereinafter **Lender**)

Attention: All above named Respondents

This communication will serve as my **Notice of Right to Cancel** dated November 16, 2009. TILA (Truth in Lending Act, 15 USC §1601 et seq. 12 CFR Part 226) allows three (3) years to review Disclosure Documents. The referenced 'Three Day Right to Cancel' must have a trigger to begin. That trigger, is when the Lender has provided the Borrower with **ALL** of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

Being as the entire purported loan/mortgage process and Deed of Trust/Security Instrument referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: "There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments." (United States v. Throckmorton, 98 U.S. 61) In further support of the aforementioned wrongful acts, you will please find the attached 'Affidavit of Jacqueline A. Warner',

referenced herein and throughout as Attachment/Exhibit - B and, the attached Addendum - C, all of which are made a part hereto, and incorporated herein in their entirety, the same of which contain important matters of record that have thus far remained unanswered, unrebutted, and uncontroverted by all Respondents listed above.

To this date, Lender has never provided Borrower with true, complete, accurate or timely documents as required. ONLY AFTER such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose. The records thus far evidence, that **Borrower** has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received.

A close perusal and audit of Borrower's mortgage/loan documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke their Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, this written Notice of communication is provided in lieu thereof.

After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's property within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'.

In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days . . . **Borrower** may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA.

Additionally, Borrower has the right to offer Lender a Reasonable Value. **However**, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the deed of trust/loan transaction. Therefore, the borrower does hereby in good faith make the following offer: Borrower will forgive Melodie Whitson of PITE DUNCAN, LLP and any liability incurred by its wrongful actions, provided Melodie Whitson of PITE DUNCAN, LLP rightfully forgives Borrower the full amount of deed of trust (credit) CMG Mortgage Inc. et al., fraudulently alleges to have given. In addition, Borrower makes the one time demand of \$2,967,247.00 from CMG Mortgage, Inc., for any loss, damage, and injury Borrower has sustained; and, that CMG Mortgage Inc., et al., also immediately remove all/any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein.

Sincerely,

Jacqueline A. Warner
Jacqueline A. Warner

ACKNOWLEDGEMENT

State of California)

County of San Mateo)

Subscribed and sworn to (or affirmed) before me on this 3 day of December, 2009,

by Jacqueline A. Warner, proved to me on the basis of

satisfactory evidence to be the person who appeared before me.

Signature Eric Hashemian (Seal)
(Notary Public)



Order No: 3475075c
Reference No.:
Escrow Officer: Ada Ayon
Escrow Number: 3475075c

APN No: 057-143-280-6 JPN: 057-014-143-20.04.00A

DESCRIPTION

All that certain land situated in the unincorporated area of the County of SAN MATEO, State of California, and described as follows:

PARCEL A:

PARCEL 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PARCEL MAP A RESUBDIVISION OF THE LANDS OF TURTURICI AND MCKEEGAN AS SAID LANDS ARE DESCRIBED IN DOCUMENT NO. 88043032, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON FEBRUARY 28, 1990 IN BOOK 63 OF PARCEL MAPS AT PAGES 69 AND 70.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND STORM DRAINAGE PURPOSES WITHIN A PORTION OF PARCEL 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP OF RESUBDIVISION OF THE LANDS OF TURTURICI AND MCKEEGAN AS SAID LANDS ARE DESCRIBED IN DOCUMENT NO. 88043032, OFFICIAL RECORDS OF SAN MATEO COUNTY, SAN MATEO COUNTY, CALIFORNIA" FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA OF FEBRUARY 28, 1990 IN VOLUME 63 OF PARCEL MAPS AT PAGES 69 AND 70, SAID PORTION BEING DESIGNATED AS "PROPOSED P.S.D.E. INGRESS/EGRESS, ESMT. FOR BENEFIT OF PARCELS 1 AND 2 AND P.U.E." ON SAID MAP.

SAID EASEMENT IS TO BE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL "A" ABOVE.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 7.50 FEET WIDE LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE LANDS CONVEYED TO RUSSEL L. WOLDEN AND WIFE BY DEED RECORDED JUNE 25, 1954 IN BOOK 2605 OF OFFICIAL RECORDS AT PAGE 723 (FILE NO. 66351-L) RECORDS OF SAN MATEO COUNTY, CALIFORNIA; AND THENCE NORTH 4° 20' WEST 158.30 FEET TO THE SOUTHERLY LINE OF SUMMIT DRIVE.

SAID EASEMENT IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A ABOVE AND WAS CREATED BY GRANT OF RIGHT OF WAY FROM ARTHUR CINTI, ET UX, TO NEVADA V. WALDEN, RECORDED JUNE 27, 1932 IN BOOK 553 OF OFFICIAL RECORDS AT PAGE 499 (FILE NO. 9678-C) RECORDS OF SAN MATEO COUNTY, CALIFORNIA AND BY DEED FROM ARTHUR CINTI AND MARINA CINTI, TO JOHN M. UNDERHILL AND ELSIE W. UNDERHILL, RECORDED AUGUST 12, 1940 IN BOOK 905 OF OFFICIAL RECORDS AT PAGE 251 (FILE NO. 95911-D) RECORDS OF SAN MATEO COUNTY, CALIFORNIA AND BY DEED FROM ARTHUR CINTI AND MARINA CINTI, TO DOMINIC JACKMAN AND GIOVANNA JACKMAN, RECORDED NOVEMBER 28, 1945 IN BOOK 1219 OF OFFICIAL RECORDS AT PAGE 298 (FILE NO. 75500-F), RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

EXHIBIT 4-A

Attachment/Exhibit - B

AFFIDAVIT

Of Jacqueline A. Warner

Re: Promissory Note on

Security Instrument No: 20540326 Dated: November 9, 2007

Deed of Trust No. 2007-163264 ; Recorded November 16, 2007

"Indeed, No more than [such affidavits are] necessary to make the prima facie case." United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

Comes now Jacqueline A. Warner, (hereinafter "affiant") a sentient, living woman, being first duly sworn/affirmed – and does depose, say, declare, and affirm by affiant's signature that I am over the age of 18 years and have first hand personal knowledge of the following statements and affirm the same are true and correct to the best of affiant's knowledge and belief, to wit:

1.) That, affiant was induced to believe by certain officers/employees of MELODIE WHITSON OF PITE DUNCAN LLP (hereinafter; bank/bank's/lender) and further by the bank's advertising, that said bank had money of its own to loan to affiant and others.

2.) That, affiant took the bank up on its offer to loan affiant its money, and affiant did sign a promissory note/deed of trust/security instrument dated November 9, 2007.

3.) That, the bank did also induce affiant to sign a "security agreement/instrument" dated November 9, 2007, granting the bank a secured interest and lien in/on certain personal property of affiant currently held/owned or otherwise acquired. The bank caused affiant to believe this "security agreement/instrument" was necessary for the bank to protect and insure its valuable and lawful 'consideration', i.e., the loaning of its money to affiant as advertised and promised.

4.) That, the bank did further induce affiant into signing a Deed of Trust the bank and/or its cohorts created, dated November 9, 2007, wherein the bank did cause other undeserving third parties to obtain a lien against, a security interest in, and complete control over the affiant's personal property. Again, the bank led affiant to believe this Deed of Trust/assignment was necessary to further secure the bank's valuable, lawful, consideration against any potential 'risk or loss' regarding loaning the affiant its money.

Attachment/Exhibit - B

5.) That prior to the affiant signing any of the bank's required financial documents, and forever thereafter, none of the bank's officers/employees have ever fully described and categorized all of the underlying, undisclosed particulars, details, and principles of law regarding the bank's entire purported 'loan' process, including, but not limited to, just exactly where the 'money' was coming from to fund the note/mortgage, how it was obtained/created, and by whom.

6.) That, by and through the affiant's signing of all the aforesaid financial instruments, the bank caused affiant to believe that a binding, lawful contract was created between the bank, its agents, assigns, and affiant.

7.) That prior to, and at the time of affiant signing all the bank's required financial instruments as instructed, affiant was very unlearned and unsophisticated in such banking and financial matters, including a total lack of knowledge of all the various underlying, undisclosed details, particulars - and legal consequences pertaining to the same. To the contrary, the unsophisticated affiant relied wholly and entirely upon the bank having 'clean hands', operating in 'good faith', and providing affiant with full, complete, and truthful disclosure of the entire financial transaction(s).

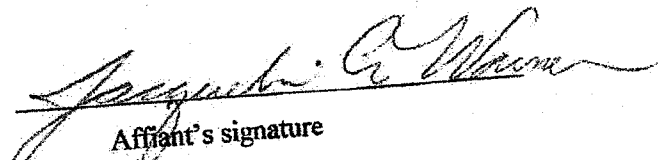
8.) That, regardless of any funds secretly or covertly obtained by the bank (via affiant's note/mortgage) while said bank acts as a for-profit business with and through the US Treasury for the purpose to access and thereby expand the credit of this affiant's individual treasury account while at all times failing to disclose the use of this affiant's negotiable paper (i.e. affiant's note/deed) while trading as a for-profit entity on the bond and securities market through any of its interagency cohorts/institutions such as Fannie Mae, Freddie Mac, or otherwise; while also apparently failing to file IRS Form 1099OID (Original Issue Discount) on each of the herein referenced transactions and thereby send a copy of said form to affiant for his tax records. It has been established that this affiant as well as other Americans have, out of necessity and the related remedy attaching thereto having its origin out of HJR-192, are in fact the only substantive "source" and consumer to sponsor virtually ALL credit that issues for commercial purposes. Said credit being necessary for the Treasury to have access to a valid source of credit to monetize and thereby disburse to the federal reserve banks for various and sundry federal projects while accounting for all such credit/funding entered into circulation through the aforesaid federal reserve banks. The nature of such funding has been verified by the U.S. Department of Treasury as emanating by and through the UCC Contract Trust Account of the named trust/entity JACQUELINE A. WARNER bearing UCC CONTRACT TRUST ACCOUNT No. 080-40-6562 (known as Social Security No.) and Treasury noted

Attachment/Exhibit - B

Exemption from Levy No. 080406562 (known as exemption No.), to include such other similar individual trusts as may exist.

IN CONCLUSION - Due to other research, further understanding, and for all of the reasons set forth above and throughout this affidavit (to include the document entitled "Addendum-C") all of which the affiant incorporates herein in its entirety - has caused affiant to believe ALL notes/mortgage/Deed of Trusts or other instruments entered into by the affiant between the bank/lender and any/all of its agents, assigns, and beneficiaries have no legal force or binding affect, and the same are in fact - Null and Void.

Further affiant sayeth naught,


Affiant's signature
Jacqueline A. Warner

Date: 12/3/09

Acknowledgement

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 3 day of December, 2009, by Jacqueline A. Warner, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Eric Hashemian (Seal)



EXHIBIT 4-B

Addendum – “C”

ADDENDUM TO - RIGHT TO CANCEL
RE: UNCONTROVERTED MATTERS OF RECORD, Et Seq.
Original Loan /Security Instrument No: 20540326
Dated: November 9, 2007; Ref Parcel Tax No. 057-143-280
Commonly Known Address: 10 Emerald Lake Place, Redwood City, CA 94062
Deed of Trust Record No. 2007-163264 AR - Record Date: November 16, 2007

- 1.) That, at no time prior to the signing of any 'loan' documents and to this date, did LENDERS, MELODIE WHITSON of PITE DUNCAN LLP, (hereinafter "LENDERS") nor any of its officers/employees fully and completely describe and categorize all of the underlying particulars, details, and principles of law regarding LENDER'S entire purported 'loan' process, including just exactly where the 'money' was coming from to fund the note/mortgage, how it was obtained/created, and by whom.
- 2.) That, at no time prior to the signing of any 'loan' documents and to this date, did LENDERS and its officers/employees ever disclose to Jacqueline A. Warner the fact that the funding of the note/deed of trust was being created/obtained by and through Jacqueline A. Warner's signature on Jacqueline A. Warner's note, the same of which LENDERS later arbitrarily and deceitfully claimed as its own, and then either sold, bargained, traded, or collateralized the same for its own benefit and use. Jacqueline A. Warner has good cause to believe that the foregoing wrongful acts evidence LENDERS never put up, nor used, any money of its own to fund the note/deed of trust instrument as it promised; Nor, have LENDERS and its officers/employees ever denied or rebutted any of the determinations set forth above.
- 3.) That, by and through Jacqueline A. Warner's signing of notes, mortgages, deed of trusts, and/or security instruments, LENDERS led Jacqueline A. Warner to believe that a binding, lawful contract/agreement was created between LENDERS (to include its agents, assigns, and beneficiaries) and Jacqueline A. Warner.
- 4.) That prior to, and at the time of signing all LENDER'S required financial instruments as instructed, Jacqueline A. Warner was very unlearned and unsophisticated in such banking and financial matters, including lacking any knowledge of all the various underlying details, particulars, and legal consequences pertaining to the same. To the contrary, Jacqueline A. Warner relied wholly upon LENDERS having 'clean hands', operating in 'good faith', and providing Jacqueline A. Warner with full, complete, and truthful disclosure of the entire financial transaction(s).

5.) That, following the aforesaid financial transactions concerning LENDERS, Jacqueline A. Warner did further study and research the above particulars regarding LENDER'S *loan* process, and can reasonably conclude that LENDERS did not in fact operate with clean hands or in good faith, nor did LENDERS provide full, complete, and truthful disclosure of its underlying, undisclosed, secret intents. To the contrary, a close perusal and audit of LENDER'S internal accounting records provide sufficient evidence to support the following conclusions:

- a.) That LENDERS used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation, and fraudulent intent in its advertising and claim to have loaned its *money* to Jacqueline A. Warner;
- b.) That LENDERS did not fulfill its original promise/agreement to lend Jacqueline A. Warner its own money; LENDERS did not sacrifice/contribute anything of intrinsic value or incur any risk/loss in the formation or outcome of the transactions; and, LENDERS therefore did not sacrifice nor contribute any valuable, lawful consideration; and thereby could not and did not suffer any loss, damage, or injury.
- c.) That LENDERS arbitrarily and discretely stole Jacqueline A. Warner's note/deed, claimed it as its own, and converted the same to a negotiable instrument for LENDER'S sole benefit, use, and gain;
- d.) That LENDERS further compounded its predatory, wrongful, and fraudulent actions by inducing Jacqueline A. Warner to sign a DEED OF TRUST/SECURITY INSTRUMENT of which LENDERS had created, thereby granting additional third parties undeserving control, benefit, and interest in Jacqueline A. Warner's personal property (i.e. her house/real property) all under the guise of '*necessity*';
- e.) That the notes/mortgage/Deed of Trust/Security Instrument created by LENDERS, its agents, and assigns and signed only by Jacqueline A. Warner does not constitute a lawful binding contract/agreement due to LENDER'S acts of misfeasance, malfeasance, and nonfeasance as more particularly outlined above; and, that any such purported 'contract/agreement' would be unconscionable and is void.
- f.) As confirmed above and throughout, Jacqueline A. Warner was never provided full, complete, and truthful disclosure regarding all financial instruments Jacqueline A. Warner was compelled to sign, nor were they fully or otherwise apprised of the true nature and exact particulars of LENDER'S entire *loan* process. Without being fully and truthfully informed as to all the details of the purported '*loan*' and the underlying disingenuous '*intentions*' of the lender, there could not be, and was not, a 'meeting of the minds'. The law of contracts and the courts addresses this issue repeatedly, as per this example: "*The 'meeting of the minds' required to make a contract is not based on secret purpose or intention on the part of one of*

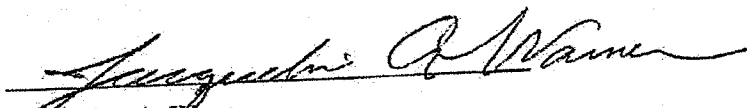
the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which from all the circumstances should be known". McClintock v Skelly Oil Co., 232 MoApp. 1204, 114 S.W. 2nd 181, 189. (emphasis added)

- g.) That, LENDERS also did compel Jacqueline A. Warner into procuring Property Insurance on Jacqueline A. Warner's property making LENDERS (or any of its assigns) the beneficiary of the same, while LENDERS knew full well that it had not put up any valuable nor lawful consideration into Jacqueline A. Warner's note, could not possibly incur any loss, was undeserving of any such insurance benefit. As with the theft of Jacqueline A. Warner's note, courts of law throughout the United States consider any such wrongful and deceitful actions as fraudulent inducement, fraudulent misrepresentation, and unjust enrichment, to name a few.
- h.) Jacqueline A. Warner did spend additional time researching several particulars regarding LENDER'S entire *loan* process as outlined above, and became further perplexed. If LENDERS had indeed given full, complete, and truthful disclosure regarding all elements of its loan process as set forth above and throughout; and, did in fact provide valuable, bona fide consideration; and, did in fact believe LENDERS did create a lawful, binding contract with Jacqueline A. Warner/borrower - then why didn't LENDER'S officers/representatives sign their name on the contract/note? The same applies to the Deed of Trust or Mortgage. If LENDERS knew it was not involved in any manner of fraudulent inducement, misrepresentation, concealment, or unjust enrichment, and did in fact have a bona fide legal contract with the borrower/Jacqueline A. Warner, sufficient to prevail in a foreclosure action if need be; then, why did LENDERS feel it necessary to have a deed of trust created - wherein the LENDERS did cause complete control of the purported '*loan/note*' to be turned over to an undeserving third party, and again never put their signature to the instrument? In consideration of all the above statements and findings, it is only reasonable to conclude that LENDERS knew full well that it had defrauded Jacqueline A. Warner/borrower from the outset as to the true nature and undisclosed rudiments of the entire *loan* process, and was not receptive to further implicating and/or incriminating itself by signing its name to documents that LENDERS knew were founded upon fraud, lies, unfulfilled promises, secret intentions, inducement, entrapment, and unjust enrichment.

- 6.) To this date, LENDERS nor any of its agents, assigns, or beneficiaries, have provided any bona fide, tangible evidence that ANY of them are in FACT the bona fide holder in due course (nor even a holder of value) and bona fide owner of the promissory note in question, all of which would be absolutely

necessary in order to initiate ANY form of collection action or foreclosure proceeding. Again, it is an incontrovertible fact that the original promissory note in question is, and always was, the property of Jacqueline A. Warner, and the same did not knowingly or otherwise assign, transfer, or give it away for another's personal benefit and gain – all to the loss and detriment of Jacqueline A. Warner. Any reasonable person would conclude such an action as being ludicrous and unconscionable. Furthermore, it is against the law for one to fraudulently obtain or steal another's property, claim it as their own, and then further bargain, assign, or sale the same to obtain an unjust enrichment, benefit, and gain for themselves – all at a loss and detriment to the lawful, bona fide owner.

IN CONCLUSION, MELODIE WHITSON of PITE DUNCAN LLP, and LENDERS nor any of its officers, agents, assigns, or beneficiaries have provided any evidence in contradiction to the matters set forth above and throughout. Accordingly, the record shall establish that all aforesaid facts, statements, determinations and related Attachment/Exhibit-B sworn Affidavit of borrower (which are incorporated herein in their entirety) are entirely true, accurate, and correct and remain unanswered, un rebutted, and uncontroverted.

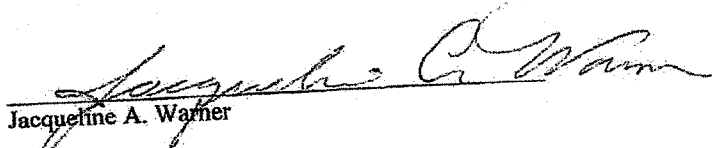

Jacqueline A. Warner

ASSERVATION OF MAILING

RE: Parcel Tax No. 057-143-280; Commonly Known Address: 10 Emerald Lake Place, Redwood City, CA 94062

I, Jacqueline A. Warner, do hereby solemnly declare and affirm by my signature below, that on December 3, 2009, I did cause to be delivered by USPS First Class Certified Mail, a true and correct copy of the following documents: Notice of Right to Cancel; Notice of Removal of Trustee; Affidavit of Jacqueline A. Warner Attachment/Exhibit-B; and Addendum-C, to the parties and locations listed below:

Melodie Whitson
PITE DUNCAN, LLP
4375 Jutland Dr. #200
PO Box 17933
San Diego, CA 92177-0933
USPS Certified Mail Tracking No. 7009 1680 0000 5169 4019


Jacqueline A. Warner

ACKNOWLEDGEMENT

State of California
County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 3 day of December, 2009,

by Jacqueline A Warner, proved to me

on the basis of satisfactory evidence to be the persons who appeared before me.

Signature Eric Hashemian (Seal)
(Notary Public)

THIS INSTRUMENT WAS DRAFTED BY:
Jacqueline A. Warner
10 Emerald Lake Place
Redwood City, CA 94062

